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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 AMERICAN IMPEX CORP., d/b/a
11 ACE FABRICS & TRIMS,

12 Plaintiff,

13 v.

14 INTERNATIONAL ACE TEX, INC.;
PAYMAN MALEKAN; ETHAN
15 MALEKAN; SEON MALEKAN; and
DOES 1 through 10, inclusive,

16 Defendants.
17

Civil Case No. CV09-7082 PA (Ex)

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
INJUNCTION**

Date: November 9, 2009

Time: 1:30 p.m.

Place: Courtroom 15
(Hon. Percy Anderson)
312 N. Spring St.
Los Angeles, CA 90012

18 TO DEFENDANTS AND THEIR ATTORNEYS OF RECORD:

19 PLEASE TAKE NOTICE that on the date and at the time and place indicated
20 above, or as soon thereafter as counsel may be heard, Plaintiff American Impex
21 Corp., d/b/a Ace Fabrics & Trims, ("AIC"), through its counsel of record, will and
22 does hereby move the Court for an order granting Motion for Preliminary Injunction
23 against the named defendants in the above-entitled action on grounds that they have
24 breached and violated the terms of the Settlement Agreement having an Effective
25 Date of February 17, 2009.

26 More specifically, Plaintiff AIC will and hereby moves the Court for the
27 following relief:
28

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1 1. An order for preliminary injunction, directed at Defendants
 2 International Ace Tex, Inc., Payman Malekan, Ethan Malekan, and Seon Malekan,
 3 individually and collectively, their officers, owners, agents, servants, employees,
 4 representatives, related entities, predecessors, successors, and assigns, and all
 5 persons, entities, or corporations in active concert and participation with any of
 6 them, requiring them to:

7 A. Fully and immediately comply with the terms set forth in ¶ 1 of
 8 the Settlement Agreement between Plaintiff AIC and “Ace
 9 Textile, Inc.” having an effective date of February 17, 2009,
 10 namely: stop using either of the terms “Ace” or “Ace Textile” –
 11 alone or in combination with other term(s) or designs or logos –
 12 in any and all formats and manners of use whatsoever, including
 13 but not limited to use of these terms as part of its corporate
 14 name, trade name, as part of a trademark or service mark, in
 15 marketing, advertising, selling, or distributing of goods or
 16 services in the field of textiles or fabrics, and in telephone
 17 listings, websites or e-mail addresses, store signage, invoicing,
 18 packaging and shipping related to the same. However, the
 19 requirements of this paragraph are subject to the provisions in
 20 paragraph “B” below, which allow Defendants to begin using
 21 the term “ACETEX” as specifically set forth in that paragraph.

22 B. Fully and immediately comply with the terms set forth in ¶ 2 of
 23 the Settlement Agreement between Plaintiff AIC and “Ace
 24 Textile, Inc.” having an effective date of February 17, 2009,
 25 namely: adopt and use the terms “International Acetex” and/or
 26 “International Acetex, Inc.” (hereinafter collectively the “New
 27 Name”) as its corporate name, trade name, trademark or service
 28 mark, in marketing, advertising, selling, or distributing of goods

1 or services in the field of textiles or fabrics, and in telephone
 2 listings, websites or e-mail addresses, store signage, invoicing,
 3 packaging and shipping related to the same. As for the
 4 corporation "Ace Textile, Inc.," and its change of name to
 5 "International Acetex, Inc.," such change shall be done under
 6 the same corporate charter. In adopting and using the New
 7 Name, the term "Acetex" shall appear as a single word without
 8 any separation between its letters; the word "International" shall
 9 always appear before the term "Acetex"; all the letters
 10 comprising the New Name shall appear either as upper case or
 11 as lower case letters; all the letters comprising the New Name
 12 shall be in the same size, color, font, and styling; and the New
 13 Name shall not appear or be used in a way that would highlight
 14 or give attention to the word "Ace" (by way of example, while
 15 "ACETEX", or "Acetex", or "acetex" may be used, Ace Textile
 16 shall not use "AceTex" or "Ace-Tex" or "Ace-tex" or
 17 "Ace/Tex" or "Ace/tex").

18 C. Stop using any other word, term, design, logo, symbol,
 19 trademark, trade name, or designation on or in connection with
 20 the advertising, marketing, selling, offering for sale, or
 21 distributing in the United States any textile or home furnishing
 22 products – as well as any related goods/services – wherein such
 23 other word, term, design, mark, logo, symbol, trademark, trade
 24 name, or designation is likely to cause confusion with Plaintiff's
 25 "ACE" or "ACE FABRICS & TRIMS" marks and trade names,
 26 or is likely to cause confusion, mistake, or deception as to the
 27 source, origin, affiliation, or sponsorship of the goods or services
 28 of Plaintiff.

1 D. File with the Court and serve upon counsel for Plaintiff – within
2 three (3) business days after the effective date of any Order Re
3 Preliminary Injunction that the Court may issue – affidavits
4 under penalty of perjury to confirm Defendants' compliance with
5 the terms of any such Order.
6

7 This Motion for Preliminary Injunction is based on the following documents
8 filed by Plaintiff in this action:

- 9 1. This Notice of Motion and Motion for Preliminary Injunction.
10 2. Plaintiff's Memorandum of Points and Authorities in Support of
11 Motion for Preliminary Injunction (filed concurrently herewith).
12 3. Declaration of Matt Pouratian (previously filed on October 7, 2009 in
13 support of Plaintiff's Ex Parte Application for TRO and OSC Re Preliminary
14 Injunction, which is incorporated herein by reference).
15 4. [Proposed] Order Re Preliminary Injunction (filed concurrently
16 herewith).
17

18 In addition, Plaintiff, through its counsel of record, may present arguments at
19 any hearing of this Application, and may rely on other filed pleadings and orders of
20 the Court in this action.
21

22 Dated: October 19, 2009

/s/Kamran Fattahi
Kamran Fattahi
LAW OFFICES OF KAMRAN FATTAHI
Attorneys for Plaintiff,
American Impex Corp.

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1 PROOF OF SERVICE

2 As attorney of record for Plaintiff American Impex Corp. (d/b/a Ace Fabrics &
3 Trims) in Civil Action No. CV09-7082 PA (Ex), I hereby certify that I caused the
4 documents listed below to be served on the date indicated below on all parties to this
5 action via the delivery method indicated and addressed to:

6 Via E-mail (per stipulation by Larry F. Gitlin to accept service by e-mail)

7 Larry F. Gitlin, Esq.
8 RAPKIN, GITLIN & BEAUMONT
9 21650 Oxnard St., Suite 1620
Woodland Hills, CA 91367-4620
E-mail: LGitlin@rgblawyers.com

10
11 Document(s) Served

- 12 - Plaintiff's Notice of Motion and Motion for Preliminary Injunction.
13 - Memorandum of Points and Authorities In Support of Plaintiff's Motion
14 for Preliminary Injunction.
15 - [Proposed] Order Re Preliminary Injunction

16
17 Dated: October 19, 2009

/s/ Kamran Fattahi
Kamran Fattahi
LAW OFFICES OF KAMRAN FATTAHI
Attorneys for Plaintiff,
American Impex Corp. (d/b/a Ace Fabrics & Trims)